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Dana 11.04.2023

Civil and Track Construction (Lot NS-II) Project of Hungarian-Serbian Railway for Section Novi Sad-Subotica-Border (Kelebia) (Km157+500.66 to Km184+635.07) Engineering Construction Subcontract - Supplementary Agreement

匈塞铁路土建及轨道工程二标诺维萨德-苏博蒂察-边境（克莱比奥）（Km157+500.66 至 Km184+635.07）段工程施工分包合同-补充协议

Contractor: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Subcontractor: KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK

2023.4.c9

This Supplementary Agreement (No.2022-ERGS-XSTL-ZY-002-03) is concluded in Subotica, on _____, _____2023, between:

Contractor: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong (“Party A”)

And

Subcontractor: KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK, MB: 20009233, PIB: 103726184, Živorada Petrovića 8, 21203 Novi Sad, Represented by Krste Dubroja. (“Party B”)

In view of :
鉴于:
山东省路桥集团有限公司与 KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK 已于 2022 年 2 月 3 日签署了匈牙利-塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境（克莱比奥）段现代化与改扩建项目土建及轨道工程（NS-II 标）施工分包合同（合同编号：2022-ERGS-XSTL-ZY-002）（以下简称“主分包合同”）；
Civil and Track Construction (Lot NS-II) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia) Engineering Construction Subcontract (Contract No. 2022-ERGS-XSTL-ZY-002) was signed on February 3rd ,2022 by SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd and KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK (Hereinafter referred to as the "Main Subcontract");

Due to the original foundation soil at the design level of the Km173+475-Km173+875 section is a mixture of garbage and soil, it cannot be used as the foundation of the railway line. After the official reply of the project designer(CIP) on the solution and the approved by the General Contractor, the foundation of this section shall be replaced with 100-400mm coarse stone;
In accordance with the laws of Republic of Serbia, the "back-to-back" principle of the "Main Subcontract", Article 17 of the "Main Subcontract" and related regulations, Based on the principles of equality, voluntariness, fairness, and good faith, in order to complete this project with high quality, efficiency, and smoothness, both parties agree to sign this Supplementary Agreement for mutual compliance and implementation by both parties.
因 Km173+475-Km173+875 段设计标高处原地基土为垃圾与土的混合物，不能作为铁路路线基础，经本项目设计师(CIP)关于解决方案的正式回复并经总承包商认可，该处路段的地基应进行换填 100-400mm 粗石；
根据塞尔维亚法律、主分包合同“背靠背”原则、主分包合同第 17 条及相关规定，本着平等、自愿、公平、诚实信用的原则，为高质量、高效、顺利完成本工程，经双方协商一致，同意签署本补充协议以供合同双方共同遵守执行。

1. Adjustment Scope of Supplementary Agreement

1. 补充协议调整范围

The additional works of soil replacement located in Km173+475-Km173+875 section (replacing soil with 100-400mm coarse stone) .

位于 Km173+475-Km173+875 段（用 100-400mm 粗石置换土）的置换土新增工程。

2. Price of Supplementary Agreement

2. 补充协议价格

2.1The estimated total price of this Supplementary Agreement is 294,952.00 dollars (excluding VAT) (in word: Two Hundred Ninety-Four Thousand Nine Hundred Fifty-Two Dollars) (see the Appendix 1 for details); VAT shall be calculated in accordance with the Serbian VAT Law, applying the official middle exchange rate of the National Bank of Serbia for USD on the day of turnover of services.

Only for the purpose of this Supplementary Agreement, The estimated total price is calculated by the fixed unit price and estimated quantity. i.e the fixed unit price include all costs for construction, procurement and measures required by the Subcontractor to complete the new additions, i.e the Contractor is not obliged to pay any additional costs.

2.1 本补充协议总价为 294,952.00 美元（不含增值税）（大写： 贰拾玖万肆仟玖佰伍拾贰美元 ）（详见附件 1）； 增值税应根据塞尔维亚增值税法计算，采用服务周转日塞尔维亚国家银行对美元的官方中间汇率。

仅对本补充协议而言，本预估总价是由固定不变的单价及预估数量进行计算的，即固定单价包含分包商为完成新增工程所需全部施工费用、采购费用及措施费，即承包商无义务支付任何额外费用。

2.2After signing this Supplementary Agreement, it is deemed that the Subcontractor agrees to complete the whole work without any additional requirements. If the actual completed quantity and payable amount is greater than the total price of this Supplementary Agreement, both parties to the contract shall sign a Supplementary Agreement and confirm the additional completed quantity within 30 days. The Subcontractor shall not stop construction in any way/reasons such as waiting for a new supplementary agreement after the actual quantity is greater than the quantity in this Supplementary Agreement.

2.2 签署本补充协议后，即分包商同意无任何额外要求地将本工作全部完成。若实际完成数量及应支付金额大于本补充协议总价，合同双方将于 30 日内对额外的金额签订补充协议，分包商不得因实际数量大于补充协议数量后进行以等待新的补充协议等为理由等任何方式/理由停止施工。

3.Method of Quantity Measurement and Payment

3. 计量及支付方式

3.1 Measurement: The measurement basis of this Supplementary Agreement is the Table of Price in Attachment. the Subcontractor shall submit Interim Payment Certificate at the end of each month and relevant support documents.

Since this work is a new additional work, the Contractor must submit corresponding supporting documents to the General Contractor, thereby the Subcontractor must submit all supporting documents specified in Article 3.3 of this Supplementary Agreement in accordance with the requirements of the General Contractor and the Contractor.

the Contractor shall check/issue the Interim/Final Payment Certificate if the performed works is in accordance with the condition of this Supplementary Agreement within 7 working days after the day of receiving the complete document submitted by the Subcontractor.

3.1 计量：本补充协议的计量依据为附件中的价格表。 分包商应在每个月底提交中期付款证明和相关证明文件。
由于本工程为新增工程，承包人须向总承包商提交相应的证明文件，因此分包商须按照总承包商和承包商的要求提交本补充协议第 3.3 条规定的全部证明文件。
如果已完成的工程符合本补充协议的条件，承包商应在收到分包商提交的完整文件之日起 7 个工作天内检查/签发中期/终期付款证书。

3.2 Payment: For this Supplementary Agreement only, the payment for this work is divided into 95%+5%, 95% is the amount of the completed works, 5% is the Retention Money, This Retention Money shall be returned together with the Retention Money retained in the Main Subcontract according to the provisions of the Main Subcontract.
After the Interim/Final Payment Certificate is issued and Contractor received corresponding payment from the General Contractor, the Contractor shall pay the Subcontractor the payable amount within 14 days. whereas, the Contractor shall make payment no later than 90 days after the issuance of the Interim/Final Payment Certificate (regardless of whether the Contractor has received payment from the General Contractor).
The payment shall be made in Serbian dinars, and the applicable exchange rate shall applying the official middle exchange rate of the National Bank of Serbia for USD on the day of turnover of services of the Interim/Final Payment Certificate. (the difference of exchange rate shall be adjusted in accordance with the provisions of the Main Subcontract).
3.2 付款：仅本补充协议而言，本工作的付款分为 95%+5%，95%为完成工程价值，5%为保留金，本保留金按照主分包合同规定与主分包合同扣留的保留金一同退回。
签发中期支付证书/终期支付证书后，且承包商收到总承包商后 14 天内，承包商应向分包商支付应支付款项。但承包商应在不迟于签发中期/终期支付证书后 90 天内进行支付（不论承包商是否收到总承包商的付款）。
款项以塞尔维亚第纳尔进行支付，适用的汇率以中期支付证书/终期支付证书服务成交日塞尔维亚国家银行对美元的官方中间汇率为准。（汇率差异将按照主分包合同规定进行调整）。

3.3 For the measurement of all new additional works, the Subcontractor must collect and provide a corresponding set of separate supporting documents (electronic version and signed version), such as RIA (request for inspection and approval), MAR (Material Approval Request), construction log books, measurement books and proof of completed quantity, test report, valid material qualification certificate, geodetic data, etc.
3.3 所有有关新增工程的计量，分包商均须收集并提供相应的成套且单独的支撑文件（电子版及签署版），如 RIA（request for inspection and approval）、MAR（Material Approval Request ）、施工日志、计量书及完成数量证明、试验报告、有效材料合格证明、大地测量数据等。

4. Schedule Regulations of Supplementary Agreement
4.补充协议工期规定
The total construction period remains unchanged, and shall be implemented in accordance with the relevant provisions of the dynamic plan and the total construction period in the Main Subcontract. The subcontractor shall start to implement the work within 3 days after signing this Supplementary Agreement
总工期不变，按照动态计划及主分包合同中总工期的相关规定执行，分包商应在签订本补充协议后 3 天内开始实施本工作。

5.Others

5.其他

5.1 The subcontract is made in Chinese and English. In case of any discrepancies, the English version shall prevail.

5.1 本补充协议是用中文和英文书就。如有任何差异，以英文版本为准。

5.2 This Supplementary Agreement is an integral part of the Main Subcontract and has the same legal effect as the Main Subcontract.

5.2 本补充协议是主分包合同的组成部分，与主分包合同具有同等法律效力。

5.3 Except for the revised and supplemented clauses specified in this Supplementary Agreement, both parties to the contract shall follow the provisions of the original Main Subcontract for all other matters.

5.3 除本补充协议中明确所作修改和补充的条款之外，关于其余全部事宜，合同双方按照原主分包合同规定遵照执行。

5.4 All terms in this Supplementary Agreement, unless otherwise stated, have the same definitions as in the Main Subcontract.

5.4 本补充协议中的所有术语，除非另有说明，否则其定义与主分包合同中的定义相同。

5.5 This Supplementary Agreement is in 6 copies with the same legal effect, including 4 copies for the Contractor and 2 copies for the Subcontractor.

5.5 本补充协议一式 6 份，具有同等法律效力，其中承包商 4 份，分包商 2 份。

5.6 This Supplementary Agreement shall come into force after being signed and sealed by both parties.

5.6 本补充协议由合同双方签署并盖章后生效。

Attachment 1: Price Composition of Supplementary Agreement

附件 1：补充协议价格组成

Attachment 2: Table of Price of Supplementary Agreement (Basis of measurement and settlement)

附件 2：补充协议价格表（计量结算依据）

Contractor：SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	Subcontractor：KARIN KOMERC MD DRUŠTVO SA OGRANIČENOM ODGOVORNOŠĆU ZA PROIZVODNJU, USLUGE I TRGOVINU VETERNIK
Signature:	Signature:
Name: Wang Yong	Name: Krste Dubroja
Date：	Date：

Attachment 1: Price Composition of Supplementary Agreement
附件 1：补充协议价格组成

A. The additional works of soil replacement located in Km173+475-Km173+875 section (replacing soil with 100-400mm coarse stone)						
No	Description of works	作品说明	Unit	Qty	Unit price(USD)	Price(USD)
1	**ADDITIONAL EXCAVATION** The position includes an additional excavation of 1m from the designed elevation, with loading, transport to the landfill up to 5km, as well as unloading and planning of materials at the landfill. Quantity according to the proof of quantity. Calculation and payment per m3 of excavated material.	**额外开挖** 该位置包括从设计标高 1m 的附加挖掘，装载，运输到垃圾填埋场长达 5km，以及在垃圾填埋场卸载和规划材料。数量根据数量证明。 每立方米开挖材料的计算和付款。	m3	2800	5.34	14,952.00
2	**REPLACEMENT OF COARSE STONE** The position includes procurement, transport by truck from the place of unloading to the subject section of the transport distance up to 5 km, depositing and installation of large stone shoals. Quantity according to the proof of quantity. Calculation and payment per m3 of the installed layer.	**粗石置换** 该位置包括采购、卡车运输从卸货点到运输距离达 5 公里的相关路段、大石页岩的存放和安装。 数量根据数量证明。 每立方米安装层的计算和支付。	m3	5600	50.00	280,000.00
						294,952.00

Note:
Calculation of the quantity of excavated material shall be based on geodetic data.
开挖土方量根据大地测量数据计算。

Due to poor soil conditions, the quantity of coarse stones required cannot be determined for the time being. thereby the quantity of installed coarse stone shall be confirmed jointly by Contractor and Subcontractor. the Subcontractor must collect and provide a corresponding set of separate supporting documents (electronic version and signed version), such as RIA (request for inspection and approval), MAR (Material Approval Request), construction log books, measurement books and proof of completed quantity, test report, valid material qualification certificate, geodetic data, etc.

由于土质情况较差，暂无法确定粗石需求量，合同双方同意已安装的粗石的数量由承包商及分包商共同确认，分包商均须收集并提供相应的成套且单独的支撑文件（电子版及签署版），如 RIA（request for inspection and approval）、MAR（Material Approval Request ）、计量书及完成数量证明、试验报告、有效材料合格证明、大地测量数据等。

The total price of this Supplementary Agreement is calculated on the basis of estimated quantity and fixed unit price. If the total amount of settlement and payment is greater than the total price of this Supplementary Agreement(That is, the actual completed quantity is greater than the quantity in this Supplementary Agreement), both parties to the contract shall sign a supplementary agreement on the additional expense.

本补充协议总价是在预估数量和固定单价基础上计算的，若结算及支付金额大于本补充协议总价（即实际完成数量大于本补充协议数量），合同双方将对额外金额签订补充协议。

The listed prices do not include VAT

所列价格不含增值税；

The listed unit prices include all costs for construction, procurement and measures required by the Subcontractor to complete the new additions, ie the Contractor is not obliged to pay any additional costs.

所列单价包含分包商为完成新增工程所需全部施工费用、采购费用及措施费，即承包商无义务支付任何额外费用.

Attachment 2: Table of Price of Supplementary Agreement (Basis of measurement and settlement)

附件 2：补充协议价格表（计量结算依据）

2NA. Substructure Works

No.	Item	Unit	No. of Unit	Unit Price (USD)	Total Price (USD)
U	Open track section Naumovićevo-Subotica (km 167+585.96 - km 174+168.84)				
1-NA	The additional works of soil replacement located in Km173+475-Km173+875 section (replacing soil with 100—400mm coarse stone)	Completion of the Works	1	294,952.00	294,952.00
	Summary(USD)				**294,952.00**

KOMERCIJALA:	
TEHNIČKI SEKTOR:	
LJUDSKI RESURSI I OPŠTI POSLOVI:	
OPREMA I MEHANIZACIJA:	
FINANSIJE:	
PRAVNI SEKTOR:	
I.T. I MARKETING:	